

**2007-2008; 2008-2009; 2009-2010**

**MASTER CONTRACT**

**AGREEMENT**

**BETWEEN THE**

**MFL MarMac**

**COMMUNITY SCHOOL DISTRICT**

**AND THE**

**MFL MarMac**

**EDUCATION ASSOCIATION**

**RECEIVED**  
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PUBLIC EMPLOYMENT  
RELATIONS BOARD

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“Side Letter” Agreement- Insurance Benefits Option

## ARTICLE I: RECOGNITION

The Board of Directors of the MFL MarMac Community School District recognizes the MFL MarMac Education Association as the certified, exclusive, and sole bargaining representative for all personnel as described on this certified sheet.

### STATE OF IOWA PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

MFL MarMac Community School District  
Public Employer

Case No. 287

AND

ORDER OF CERTIFICATION

MFL MarMac Education Association  
Petitioner

Now on this 1<sup>st</sup> day of October, 1975, the Board being advised that an election was conducted on September 11, 1975, pursuant to order of the Public Employment Relations Board and the MFL MarMac Education Association, an employee organization, receiving an affirmative vote of a majority of employees in the bargaining unit, and the Board having further found that the aforesaid employee organization has fully complied with all the regulations of the Public Employment Relations act and the rules and regulations thereunder,

IT IS HEREBY ORDERED BY THE BOARD that the MFL MarMac Education Association

Should be and hereby is designated and certified by this Board to be the exclusive bargaining representative for the employees of the MFL MarMac Community School District, a public employer, in the following bargaining unit:

INCLUDED: All full-time and regular part-time professional employees of the MFL MarMac Community School District, which includes the following groups: All classroom teachers, including teachers of basic curriculum courses, fine arts courses, remedial courses, special education courses, vocational courses, coaches, nurses, and guidance counselors.

EXCLUDED: Administrative staff which includes superintendent, principals, all nonprofessional employees, and all other employees excluded by Section 4 of the ACT.

DONE by the Public Employment Relations Board.

by Vernon C. Cook

## **ARTICLE II: PROCEDURE FOR NEGOTIATIONS**

### **Section 1. Mutual Commitment to Good Faith Negotiations.**

- A. Good Faith negotiations include a free and open exchange of views by the parties involved in the negotiations process. Therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code.

### **Section 2. Request for Meetings.**

- A. The Board and the Association shall meet for the purpose of negotiations. Request from the Board for negotiation meetings shall be made in writing or orally to the President of the Association or designee. Request from the Association for negotiation meetings shall be made in writing to the Board or its designee.
- B. Within five (5) days of the date of request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request or as mutually agreed.
- C. It is the desire of the Board and the Association that all negotiations meetings and hearings shall be held at mutually agreed upon times outside the regular workday.

### **Section 3. Negotiations Teams.**

- A. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually agree that their representatives will have the necessary authority to make proposals, counter-proposals, and to reach tentative agreement on items being negotiated.

### **Section 4. Access to Information.**

- A. The Board agrees to furnish the Association upon request such regularly prepared information concerning the financial conditions of the District and other relevant information which may be used in developing negotiations proposals in behalf of the Association. Nothing herein shall require the administrative staff or Board to research and assemble information.

Section 5. Definitions or Terms.

- A. All reference to days shall mean working days unless specified to the contrary.
- B. The term "Board" as used in this agreement shall mean the Board of the MFL MarMac Community School District or its duly authorized representative.
- C. The term "Employee" as used in this Agreement shall mean all professional employees represented by the Association.
- D. The term "Association" as used in this Agreement shall mean the MFL MarMac Education Association or its duly authorized representative.
- E. The term "Agreement" shall refer to the total Master Contract.

### **ARTICLE III: GRIEVANCE PROCEDURE**

#### **Section 1. Definitions.**

- A. A "Grievant" or "Aggrieved Party" shall mean an employee or group of employees or the Association filing a grievance.
- B. A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

#### **Section 2. Representation.**

- A. In any grievance, the Association may process such a grievance through all levels of the procedure. Grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed at the Third Step.
- B. Any party may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choosing.

#### **Section 3. Procedures.**

- A. Every employee covered by this agreement shall have the right to present a grievance in accordance with these procedures.
- B. All grievances shall be submitted upon the form as set out in Attachment A. The school district shall not be required to process any grievance beyond the informal level unless it is submitted on the proper form as set out in Attachment A.
- C. The failure of the aggrieved party to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program. All formal grievances shall be handled or processed outside the normal school day.
- E. In the event a grievance is filed on or after May 1 of said school year, the time limits set forth herein shall be reduced so that the grievance procedures may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

#### Section 4. Steps.

##### A. First Step.

An employee shall, within seven (7) days of occurrence of the alleged violation, attempt to resolve any grievance in informal, verbal discussion with his or her principal.

##### B. Second Step.

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement, and shall state the remedy requested. The filing of the formal written grievance at the second step must be within fourteen (14) days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee, the superintendent, and the Association within seven (7) days after receipt of the written grievance or as mutually agreed upon.

##### C. Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within three (3) days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within five (5) days after such written grievance is filed, the aggrieved and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall file an answer within five (5) days of the third step grievance meeting and communicate it in writing to the employee, the principal, and the Association.

##### D. Fourth Step.

If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of binding arbitration. The Association shall submit in writing a request on behalf of the Association and grieving employee to the superintendent within five (5) days from the receipt of the third step answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after such notice is given. If the parties fail to reach an agreement on an arbitrator within seven (7) days, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five (5) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) days and the other party shall have one



(1) additional day to remove one of the four remaining names. This process shall continue until only one name remains. This remaining name shall be the name of the Arbitrator. The decision of the Arbitrator shall be binding to both parties. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association. The Arbitrator, in his/her opinion, shall not amend, nullify, modify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association, and his/her decision must be based solely and only upon the interpretation of the meaning or application of the express relevant language of the Agreement.

Section 5. No employee shall file any claim or complaint other than that under the grievance procedure of this Agreement. If an employee fails to comply with the grievance procedure's step-by-step approach, the School District shall not be required to process such grievance.

Section 6. The representation and/or the cost of any special request(s) shall be borne by the party so represented or making the request(s).

## **ARTICLE IV: DUES DEDUCTION**

### **Section 1. Authorization.**

- A. Any employee who is a member of the Association or who has applied for membership and wishes to take advantage of the payroll deduction plan, must sign and submit, on or before the first Friday in September of the academic year, a written request authorizing payroll deduction of the professional dues (Attachment B) and submit it to the Board Secretary's office. The Association shall be responsible for informing its members of the professional dues deduction system and provide the necessary authorization forms for the deduction. Dues include the cost of membership to the professional organization only. Such items as initiation fees, special assessments, back dues, fines, and similar items shall not be considered deductible dues.
- B. Employees who are hired after September shall have the total amount prorated on the basis of the remaining months of employment through August.
- C. Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and the Association.

### **Section 2. Hold Harmless Clause.**

- A. The Association agrees to defend and hold harmless the Board, each individual Board member, and all administrators against any and all claims arising out of the application of the provisions in the agreement between the parties for dues deduction.

### **Section 3. Regular Deduction.**

- A. Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each month for twelve (12) consecutive months beginning in September each year.

### **Section 4. Termination.**

- A. All authorization for payroll deduction of professional dues shall be discontinued upon the termination of the employee.
- B. Any employee who terminates employment prior to August shall provide verification to the Board from the Association that dues are paid in full or the satisfactory arrangements have been made.

Section 5.      Transmission of Dues.

- A. The Board shall transmit to the Association treasurer the total monthly deduction for professional dues within ten (10) school days following each regular pay period. A listing of the authorized employees for whom deduction are being made shall be provided to the Association with the September deductions. The Association shall be notified of any changes on a monthly basis.

Section 6.      Other Deductions.

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, insurances, and any other program approved by the Board and Association.

## **ARTICLE V: REDUCTION OR REALIGNMENT OF STAFF**

### **Section 1. Seniority.**

- A. Seniority shall be determined on the basis of an employee's length of service in the District. "Curriculum area seniority" shall be a fully certified employee's District seniority in comparison with other employees in the curriculum area. Part-time employees shall acquire full year seniority. The date of the employee's signature on the first contract of his or her most recent continuous date of hire shall determine his or her seniority in the District.
- B. If more than one employee has the same curriculum area seniority, the employee with the greater amount of post-BA college preparation shall be senior. Post-BA college preparation is defined as the number of credit hours approved by the Administration. If seniority is still identical, seniority shall be determined by lot.
- C. Curriculum areas shall be defined as follows:
  - 1. Preschool - Grade 6
  - 2. Mathematics, Science (7-12)  
Subject areas include: Mathematics  
Science
  - 3. Fine Arts (K-12)  
Subject areas include: Art  
Instrumental Music  
Vocal Music
  - 4. Humanities (7-12)  
Subject areas include: Drivers Education  
Foreign Language  
Language Arts  
Physical Education  
Social Studies
  - 5. Vocational (7-12)  
Subject areas include: Agriculture  
Business Education  
Home Economics  
Industrial Arts
  - 6. Interdisciplinary  
Subject areas include: Title I  
Guidance  
Librarian  
Special Education

Employees shall be included in every curriculum area that they are either endorsed to teach or are teaching. They shall advance in seniority in each area in which they are endorsed and/or teaching.

A. Seniority List.

On the nearest school day to October 15 of each year, the Superintendent or his/her designee shall provide each employee with a list on the form set forth in Attachment C showing each employee's curriculum area seniority and the endorsement and approval code numbers of each employee via the school email system. If any employee objects to his/her seniority status or any data shown on said list, he/she shall state in writing the objections and the seniority status claimed and deliver the objections to the Superintendent within seven (7) days of receipt of the seniority list. The association shall receive a paper copy of the final seniority list by November 1.

The Superintendent shall mail a copy of the seniority list by certified mail to employees on approved leave of absence and such employees shall have ten (10) days from the date of mailing to object in writing and have the written objections in the possession of the Superintendent.

Section 2. Loss of Seniority.

An employee's seniority shall terminate if the employee resigns, retires, his/her contract is terminated, except as hereafter provided, or he/she fails to respond to a recall notice as provided in Section 5. B.

Section 3. Staff Reduction Procedures.

- A. Staff reduction shall be made in the curriculum area in the following order:
1. Attrition and/or resignation
  2. Employees with emergency or temporary certification
  3. Least senior employees certified in the subject area to be reduced, based on curriculum areas identified in Section 1. C.

Section 4. Displacement.

A fully certified employee who is notified that their position has been reduced in an interdisciplinary curriculum area in which he/she is teaching will have the right to displace any less senior employee in his/her alternative curriculum area(s).

Section 5. Recall Rights.

- A. An employee whose contract is terminated pursuant to this Article shall have recall rights for three (3) years to his/her curriculum area or alternate curriculum area provided that such employee shall give written notice of his/her mailing address to the Superintendent by certified mail on or before July 1 of the year in which his/her contract is terminated. The employee shall notify the Superintendent by certified mail of any change in his/her address. If an employee refuses an offer of recall, he/she shall have waived further recall rights.
- B. Recalled employees need only be offered a contract of the same extent as their former contract. In other words, recalled part-time employees need only be offered a part-time contract of the same fraction (or greater) as his/her former contract. Refusal of such an offer shall waive further recall rights. Acceptance of any contract by a recalled employee shall extinguish any recall rights he/she may have arising by virtue of his/her former contract.
- C. If an employee is recalled pursuant to this section, his/her sick leave accrued prior to the termination of the former contract shall be reinstated. Seniority accumulated prior to the contract termination shall be reinstated, but no credit shall be given for the period of unemployment in the District. Credit for education, if applicable, and similar employment in other districts shall also be given. Such benefits which accrued under a recalled part-time employee's former contract(s) shall be prorated in accordance with this contract. A recalled employee shall be advanced on the salary schedule one step from his/her former placement.

## **ARTICLE VI: TRANSFERS**

Definition: A transfer shall be defined as the movement of an employee to a different building, grade level, or subject area.

### **Section 1. Voluntary Transfers.**

- A. A voluntary transfer is one requested by the employee.
- B. Notification. The superintendent or his/her designee shall post on appropriate bulletin boards in all attendance centers a list of the teaching or supplemental vacancies which occur during the school year and for the following school year upon knowledge of vacancies. During the summer months, vacancies will be posted in all centers, and the administration shall be responsible for e-mail notices to all employees.
- C. Filing Requests. Employees who desire to transfer to posted vacancies for teaching or supplemental assignments shall make a written transfer request to the superintendent or his/her designee.
- D. Consideration. If a request for voluntary transfer is not honored, the superintendent shall provide a written reason to the employee.

### **Section 2. Involuntary Transfers.**

- A. An involuntary transfer is a transfer not initiated at the employee's request.
- B. Involuntary transfers shall not be made for arbitrary or capricious reasons.
- C. When a transfer is deemed necessary, a voluntary transfer shall first be attempted.
- D. Notice of an involuntary transfer shall be given in a conference between an administrator and the affected employee as soon as practical, but in no case later than May 1 of the school year preceding the year of transfer. This conference shall take place at the end of a school day, at which time the employee shall be given in writing the reasons for the transfer.

## **ARTICLE VII: PROFESSIONAL DEVELOPMENT**

### **Section 1. Professional Development Policy.**

It shall be the policy of the Board of Education to delegate to the administrative staff the responsibility of administering professional development programs for all school employees. Professional development programs shall be defined as conferences, workshops, seminars, or clinics administered at the local level by other organizations or institutions. Participation in professional development programs may involve individual employees or group of employees.

### **Section 2. Professional Development Program Expenses.**

Expenses involved in connection with approved professional development programs shall be an obligation of the school district.

### **Section 3. Professional Development Leaves.**

Any approved professional development days which result in an employee's absence from duties, shall not be deducted from the employee's accumulated leaves.

### **Section 4. Professional Development Committee Selection.**

A professional development committee with teacher representation shall be established for the purpose of making recommendations to the administration on the structure and content of the District professional development programs. The teacher representative(s) shall be appointed by the MFL MarMac Education Association.



## **ARTICLE VIII: EMPLOYEE HOURS**

### **Section 1. Full-time Employees' Workday.**

- A. The workday shall consist of no more than eight (8) hours per day, and the hours shall be consecutive.
- B. Employees may leave the building early for personal business with administrative approval.
- C. There shall be a paid duty-free lunch period of not less than twenty (20) minutes during the workday.

### **Section 2. Part-time Employees' Workday.**

- A. All part-time employees shall be based on full-time equivalency.

## ARTICLE IX: LEAVES OF ABSENCE

Absences from one's assignment shall have prior approval whenever possible. All absences shall be recorded in the central office with annual accounting of accumulated leave at the end of each school year.

### Section 1. Sick Leave.

Employees shall be granted leave of absence for personal illness or injury with full pay in the following amounts:

1. First year of employment – number of days..... 10
2. Second year of employment – number of days..... 11
3. Third year of employment – number of days..... 12
4. Fourth year of employment – number of days..... 13
5. Fifth year of employment – number of days..... 14
6. Sixth year of employment – number of days..... 15

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of 125 days. The School Board shall, in each instance, require reasonable evidence as it may desire confirming the necessity of such leave of absence.

### Section 2. Personal or Business Leave.

Each employee shall be granted two (2) days of personal or business leave with pay, subject to administrative approval. Personal or business leave may not be taken the day preceding or after a holiday without specific approval of the Board of Education. The employee shall not be required to explain the reason for the use of the personal day. Unused personal leave may be carried over to the following year, allowing up to a maximum of five (5) personal leave days in any one school year.

Section 3. Professional Leave.

Professional leave days may be used for any educational purpose. The employee wishing to use a professional leave day shall obtain administrative approval at least one week in advance of his/her absence.

Professional days shall be used for the purpose of:

- A. Visitation to view other instructional techniques or programs.
- B. Attending conferences, workshops, seminars, or clinics conducted by colleges, universities, or other educational institutions or organizations.

Section 4. Educational Improvement.

A. Purpose.

A leave of absence without pay up to one (1) year may be granted to an employee for the purpose of engaging in study at an accredited college or university.

B. Minimum Time to Qualify.

In order to qualify for an educational leave, the employee must have completed at least five (5) full consecutive years of service to this District immediately prior to the leave.

C. Insurance.

The employee shall have the opportunity to continue insurance benefits at the employee's expense.

D. Return.

Upon return from educational leave, an employee shall be placed on the salary schedule and be given the same benefits as he/she would have accrued had he/she taught in the District during such period.

Section 5. Association Leave.

A total of eight (8) days per year shall be available to the Association to participate in conferences, conventions, or other activities of the local, state, and national affiliated organizations. Substitutes shall be provided by the School District. These days shall not be deducted from the individual employee's 125 days of accumulated leave.

Section 6. Bereavement Leave.

- A. Up to five (5) days of leave with pay shall be allowed at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild. This leave is for each occasion and is not accumulative.
- B. In the event of the death of an aunt, uncle, niece, nephew, first cousin, grandparent-in-law, up to two (2) days of leave with pay shall be allowed. In the event of any other relative who is close to the employee, or a close friend of – up to two (2) days of paid leave may be allowed pending the approval of the superintendent. This leave is for each occasion and is not accumulative.

Section 7. Family Illness Leave.

The superintendent or his/her designee may allow absence in the event of illness in the employee's immediate family (spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild.)

Any days approved shall not result in loss of pay, but shall be deducted from the accumulated sick leave of the employee.

Section 8. Jury or Legal Leave.

An employee who is officially called for jury duty during school hours or who is subpoenaed in any judicial or administrative hearing to which the employee is not a party of interest, shall be excused from school duties with neither loss of pay nor use of personal day(s). The employee shall forfeit to the District all pay from such duty.

Section 9. Other Absences.

After giving proper consideration to the individual situation, the superintendent or his/her designee may allow other days of absence for good cause, with or without pay, depending upon the circumstances.

Section 10. Absence Without Pay.

Absence without pay may be authorized upon recommendation of the principal and approved by the superintendent. For each day absence so approved, a deduction of salary for each day shall be in effect, equivalent

to the amount that would have been earned for day or days authorized under this category.

Section 11. Absence Unauthorized.

All days of absence without administrative approval shall be deducted from the employee's salary equivalent to the amount that would have been earned for day or days unauthorized absence. A conference regarding unauthorized absence shall be held with administrative staff and a report filed for future reference.

Section 12. Notification Responsibility of Employee.

Any employee granted a leave of absence of more than two (2) weeks shall provide the superintendent or his/her designee a written statement on the form set forth as Attachment D, giving the mailing address and the telephone number at which the employee can be reached. This information shall be provided prior to the start of the leave.

Certified mailing with return receipt sent to the employee at this address shall be considered legal notice to the employee for all purposes of this agreement and Chapter 279 of the Code of Iowa.

## **ARTICLE X: EMPLOYEE EVALUATION**

- Section 1. Each employee shall be informed of his/her evaluator during the first two (2) weeks of the school year. At this time, the employees shall be provided with information about the Iowa Teaching Standards and criteria. Copies of all evaluation forms shall be provided to employees at this meeting. Each employee shall be advised as to the designated administrator who will observe and evaluate his/her performance. No teacher shall be evaluated without his/her consent until such orientation has been completed and the two (2) weeks of school has elapsed, nor shall such evaluation take place within the last two (2) weeks of the school year.
- Section 2. The performance of each employee during his/her probationary period shall be formally evaluated a minimum of two times each year and/or as deemed practical and necessary by the administration. Beyond his/her probationary period, an employee shall be formally evaluated, at a minimum, once every three years. Each formal evaluation shall be a minimum of thirty (30) minutes and shall be preceded by a pre-observation conference to allow the evaluator to understand the purpose of the lesson to be observed and its place within the scope and sequence of the course of study. Comments shall be written and shared by the evaluator with an employee at a post observation conference to be held within seven (7) days of the date of the observation. No evaluation shall be arbitrary or capricious. The employee shall sign the written evaluation for the purpose of acknowledging the contents, but said signature shall not imply agreement with the contents. The employee may submit a written rebuttal to any comments placed in his/her evaluation, and said rebuttal shall be attached to and made part of said evaluation in the employee's personal file.
- Section 3. The appropriate administrative evaluator shall evaluate each employee formally in writing. This evaluation shall be shared by the evaluator with the employee at a post-observation conference to be held within seven (7) school days of the date of the observation. No evaluation shall be arbitrary or capricious. The employee shall sign the written evaluation for the purpose of acknowledging the contents, but said signature shall not imply agreement with the contents. The employee may submit a written response to any comments placed in his/her evaluation, and said response shall be attached to and made part of said evaluation in the employee's personnel file.
- Section 4. An employee who has been evaluated has the immediate right to grieve the evaluation, as allowed by the Code of Iowa, including the right to challenge said evaluations as inaccurate through the grievance procedure set forth in the contract. The receipt of the written evaluation by the employee shall be the event that begins the grievance timelines. The employee or the Association as the employee's representative may challenge the evaluation under the grievance procedure.

## ARTICLE XI: NEW PROFESSIONALS MENTORING PROGRAM

### Definitions:

New Professional Mentoring Program: The state of Iowa's mandated program of support and assistance for New Professionals.

New Professional: Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program.

Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a New Professional in the district's New Professional Mentoring Program.

### Section 1. Wages.

#### Instructional Mentor

Each Instructional Mentor shall receive \$500 per semester for mentoring one New Professional, as long as state funding exists. An Instructional Mentor shall mentor no more than one New Professional each semester.

### Section 2. Evaluation.

- A. The Comprehensive Evaluation developed by the Iowa Department of Education pursuant to Section 256.9(51) of the Iowa Code, shall be the "initial" basis for the evaluation to be utilized by the district to determine successful completion of the mentoring program under Chapter 284 of the Iowa Code.
- B. All professional assistance and interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall be confidential. If the Instructional Mentor violates the confidentiality agreement, that mentor shall be removed from the program.

The only exception to the confidentiality agreement shall be if the New Professional requests that information be shared with an evaluator when all parties are present.

- C. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.
- D. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.

- E. An Instructional Mentor shall not participate in any evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued district employment or recommendations for continuation or renewal for licensure of a New Professional.
- F. Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

Section 3. Process for dissolving mentoring partnerships.

If a mentor/new professional team experiences difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) days



## ARTICLE XII: SALARIES

- Section 1. The district shall increase the base salaries by \$1025 in 2007-08, the total package increase by 3.5% in 2008-2009, and by taking the average of the settlements for the first 75 schools in the state for 2009-10. All base salary increases include phase I and II.
- Section 2. Registered nurses (RN) shall be placed on the BA salary lane based on experience with the District. Step advancement will be one (1) for every year of employment.
- A. Nurses will move horizontally as well as vertically based on their educational credits and employment with the district.
- Section 3. The supplementary salary schedule shall be as per Attachment F.
- A. Position of AV Director shall be paid to all library media specialists.
- B. Experience at any level constitutes full credit for any transfer within that supplemental area (i.e., MS basketball coach moving to HS position carries years of experience at MS to HS pay position).
- C. New Hires.
- Employees who are new to the teaching profession may, at their option, elect to receive up to fifty percent (50%) of the first salary installment after completion of the first five (5) workdays of employment, The balance of the contracted salary shall then be pro-rated over the remaining pay periods.
- Section 4. Supplemental Schedule
- A. A committee shall be set up to look at the supplemental schedule. Under section 5B of MEA final counter proposal of the 2007-2008 negotiations conducted in the spring of 2007, negotiations can be reopened, but only for this section. Also, the board could consider adding additional funding to the supplemental schedule, based on the committee's recommendations.

### **ARTICLE XIII: INSURANCE**

The Board shall provide each full-time employee with a full single health and major medical insurance package with a \$1000 deductible. Said package shall also include a flexible spending program with and IRS 125 Plan. Part-time employees shall have the opportunity to receive the same health and major medical insurance package on a prorated basis based on the employee's percentage of employment. This entire provision will be reevaluated if the cost exceeds \$6,000. New hires shall be required to have a physical that shall be paid for by the district.

A full-time employee who begins his or her employment after June 30, 1996 is required to be enrolled in this District's health and major medical plan. This paragraph shall not apply to employees responding to a recall under Article VI Section 5.

A part-time employee is not required to be enrolled in this District's health and major medical plan.

In lieu of insurance coverage for the said contract year, full time employees (hired before June 30, 1996) and part-time employees who are covered by a health and major medical insurance plan by another insurance company or who are enrolled in an Annuity program shall be reimbursed for their premiums. This shall be in the amount the board provides in insurance benefits, or at the prorated basis for part-time employees. These employees shall furnish proof of said coverage on a form supplied by the Board Secretary. Once the form is filed, the employee shall receive payment. Said form must be filed with the Board Secretary one month prior to the payment. Each payment shall have the appropriate state and federal payroll taxes deducted.

## **ARTICLE XIV: LONGEVITY PAY**

In addition to his/her salary, an employee shall receive longevity pay in the following manner:

- Section 1. An employee in BA lane paid on step 11 for the fourth, fifth, and sixth years shall be paid \$100 above the amount in Step 11 each of those years. Years seven, eight, and nine shall receive \$200. Year ten and after shall receive \$300.
- Section 2. An employee in BA+15 lane paid on Step 13 for the fourth, fifth, and sixth years shall be paid \$200 above the amount in Step 13 each of those years. Years seven, eight, and nine shall receive \$400. Year ten and after shall receive \$600.
- Section 3. An employee in BA+30 lane paid on Step 15 for the fourth, fifth, and sixth years shall be paid \$300 above the amount in Step 15 each of those years. Years seven, eight, and nine shall receive \$600. Year ten and after shall receive \$900.
- Section 4. An employee in MA lane paid on Step 17 for the fourth, fifth, and sixth years shall be paid \$400 above the amount in Step 17 each of those years. Years seven, eight, and nine shall receive \$800. Year ten and after shall receive \$1,200.
- Section 5. An employee in MA+15 lane paid on Step 19 for the fourth, fifth, and sixth years shall be paid \$500 above the amount in Step 19 each of those years. Years seven, eight, and nine shall receive \$1,000. Year ten and after shall receive \$1,500.
- Section 6. An employee in MA+30 lane paid on step 21 for the fourth, fifth, and sixth years shall be paid \$600 above the amount in Step 21 each of those years. Years seven, eight, and nine shall receive \$1200. Year 10 and after shall receive \$1800.
- Section 7. When an employee moves from one lane to another, for example BA to BA+15, and he/she is at Step 10 in the BA lane, he/she shall be on Step 11 in the BA+15 lane. An employee may move only one vertical step regardless of the number of years on the last step of the previous lane.

## ARTICLE XV: COMPLIANCE CLAUSES AND DURATION

### Section 1. Separability.

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then the Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law.

### Section 2. Notices.

Whenever any notice is required to be given by either of the parties to this Agreement of the other, pursuant to the provisions of this Agreement, either party shall do so in writing at the following designated addresses or at such address as may be designated by a party in written notification to the other party.

A. If by the Association, to the Board of the MFL MarMac Community School District.

B. If by the Board, to the Association President.

### Section 3. Duration Period.

This agreement shall be effective on July 1, 2007, and shall continue in effect until June 30, 2010.

### Section 4. Signature Clause.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed there by all on the 12 day of June, 2007.

MFL MarMac EDUCATION ASSOCIATION

MFL MarMac BOARD OF EDUCATION

By Becky G. [Signature]  
President  
Diane J. Potbury

[Signature]  
President

## **ARTICLE XVI: COMPLIANCE CLAUSES AND DURATION**

### **“Side Letter” Agreement – Teacher Compensation Allocation**

If the District participates in the Student Achievement and Teacher Quality Program (SF476) the following distribution method will be used.

This distribution will be separate from and in addition to bargained salaries, Phase I, and Phase II for the current school year.

1. Minimum salaries for the first-year beginning teachers, second-year beginning teachers, and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District’s appropriation will be distributed to all other teachers per diem.

Calculation of this supplement will be made as soon as possible when information is complete for the current school year and staffing is completed. Funds will be distributed as soon as possible after the state provides them to the local district.

## **ARTICLE XVII: 2008-2009**

The district shall age the salary schedule and offer steps.

The district shall provide a total package increase of 3.5%. The 2008-2009 total package increase shall be based on the 2007-2008 FTE, minus Special Ed and Title I.

The district's contribution to health and medical insurance will be a dollar amount to cover the same or a similar plan and benefits as offered in 2007-2008, and the increase shall be part of the total package. If an increase in rate is such that it is not in alignment with state averages, and is unreasonable to continue – negotiations may be reopened by the Board.

In the event that required new mandatory bargaining issues are created by legislation - either party may reopen to discuss only these issues. A new issue is one that was not formally in existence in Iowa as a mandatory bargaining issue in 2006-2007. If one party wishes to reopen permissive language or mandatory language of any type, (exception being the above paragraph) it may occur only by the consent of both parties.

## **ARTICLE XVIII: 2009-2010**

Duration – This agreement shall remain in full force and effect for one year commencing on July 1, 2009 and continuing through June 30<sup>th</sup> 2010.

The settlement will be computed on the total package increase that includes salary, extended contracts, extra-curricular/supplemental pay, health insurance, cash in lieu of health insurance, FICA and IPERS, to equal the average cumulative total of the report that contains the first seventy-five settlements based on the IASB Employee Relations Reports. The 2009-2010 total package increase would be based on the 2008-2009 FTE and its total package.

The district's contribution to health and major medical insurance will be reflected in paragraph 2. The district will offer a dollar amount to cover the same or a similar plan and benefits as offered in 2008-2009, and the increase shall be part of the total package. If an increase in rate is such that it is not in alignment with state averages, and is unreasonable to continue – the plan may be reopened by the consent of the Board.

In the event that required new mandatory bargaining issues are created by legislation – either party may reopen to discuss only these issues. A new issue is one that was not formally in existence in Iowa as a mandatory bargaining issue 2008-2009. If one party wishes to reopen permissive language or mandatory language of any type it may occur only by the consent of both parties. Exception; paragraph 3 2008-2009 agreement.

**ATTACHMENT A**  
**GRIEVANCE FORM**

\_\_\_\_\_  
Number

\_\_\_\_\_  
Date Filed

MFL MarMac Community School District

\_\_\_\_\_  
Building

\_\_\_\_\_  
Name of Aggrieved Party

\*\*\*\*\*

Level of Grievance (Check one)

\_\_\_\_\_ Step Two: Principal (formal)

\_\_\_\_\_ Step Three: Superintendent

\_\_\_\_\_ Step Four: Arbitrator

A. Date of Grievance \_\_\_\_\_

B. Specific section(s) of contract violated \_\_\_\_\_

C. Statement of grievance \_\_\_\_\_

D. Remedy requested \_\_\_\_\_

E. Disposition shall be attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**MFL MARMAC COMMUNITY SCHOOL DISTRICT  
2007-2008 SALARY SCHEDULE**

**BASE: \$26,700**

EXP./STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1.00	1.04	1.08	1.12	1.16	1.20
	26,700	27,768	28,836	29,904	30,972	32,040
1	1.04	1.08	1.12	1.16	1.20	1.24
	27,768	28,836	29,904	30,972	32,040	33,108
2	1.08	1.12	1.16	1.20	1.24	1.28
	28,836	29,904	30,972	32,040	33,108	34,176
3	1.12	1.16	1.20	1.24	1.28	1.32
	29,904	30,972	32,040	33,108	34,176	35,244
4	1.16	1.20	1.24	1.28	1.32	1.36
	30,972	32,040	33,108	34,176	35,244	36,312
5	1.20	1.24	1.28	1.32	1.36	1.40
	32,040	33,108	34,176	35,244	36,312	37,380
6	1.24	1.28	1.32	1.36	1.40	1.44
	33,108	34,176	35,244	36,312	37,380	38,448
7	1.28	1.32	1.36	1.40	1.44	1.48
	34,176	35,244	36,312	37,380	38,448	39,516
8	1.32	1.36	1.40	1.44	1.48	1.52
	35,244	36,312	37,380	38,448	39,516	40,584
9	1.36	1.40	1.44	1.48	1.52	1.56
	36,312	37,380	38,448	39,516	40,584	41,652
10	1.40	1.44	1.48	1.52	1.56	1.60
	37,380	38,448	39,516	40,584	41,652	42,720
11	1.44	1.48	1.52	1.56	1.60	1.64
	38,448	39,516	40,584	41,652	42,720	43,788
12		1.52	1.56	1.60	1.64	1.68
		40,584	41,652	42,720	43,788	44,856
13		1.56	1.60	1.64	1.68	1.72
		41,652	42,720	43,788	44,856	45,924
14			1.64	1.68	1.72	1.76
			43,788	44,856	45,924	46,992
15			1.68	1.72	1.76	1.80
			44,856	45,924	46,992	48,060
16				1.76	1.80	1.84
				46,992	48,060	49,128
17				1.80	1.84	1.88
				48,060	49,128	50,196
18					1.88	1.92
					50,196	51,264
19					1.92	1.96
					51,264	52,332
20						2.00
						53,400
21						2.04
						54,468
MFL MarMac CSD						

**SUPPLEMENTAL SCHEDULE**  
**All Percentages Figured On Base Salary of \$ 26,700**

\$26,700

POSITION	<u>Years/Amount</u>		<u>Years/Amount</u>		<u>Years/Amount</u>		<u>Years/Amount</u>	
	<u>1 - 2</u>	<u>\$</u>	<u>3 - 4</u>	<u>\$</u>	<u>5 - 6</u>	<u>\$</u>	<u>7 - 8</u>	<u>\$</u>
Athletic Director, HS	0.13	3,471	0.14	3,738	0.15	4,005	0.16	4,272
Athletic Director, MS	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
<u>HS HEAD COACHES:</u>								
Football	0.12	3,204	0.13	3,471	0.14	3,738	0.15	4,005
Basketball	0.12	3,204	0.13	3,471	0.14	3,738	0.15	4,005
Wrestling	0.12	3,204	0.13	3,471	0.14	3,738	0.15	4,005
Volleyball	0.12	3,204	0.13	3,471	0.14	3,738	0.15	4,005
Baseball	0.12	3,204	0.13	3,471	0.14	3,738	0.15	4,005
Softball	0.12	3,204	0.13	3,471	0.14	3,738	0.15	4,005
Cross Country	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Track	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Golf	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Cheerleading	0.07	1,869	0.08	2,136	0.09	2,403	0.10	2,670
Drill Team	0.04	1,068	0.05	1,335	0.06	1,602	0.07	1,869
Weight Room Supervisor	0.04	1,068	0.05	1,335	0.06	1,602	0.07	1,869
<u>HS ASSISTANT COACHES:</u>								
Football	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Basketball	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Wrestling	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Volleyball	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Baseball	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Softball	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Cross Country	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Track	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Golf	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
<u>MS HEAD COACHES:</u>								
Football	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Basketball, 7/8, B/G	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Wrestling	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Volleyball, 7/8	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Track, B or G	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Cheerleading	0.05	1,335	0.06	1,602	0.07	1,869	0.08	2,136
<u>FINE ARTS:</u>								
Instrumental Music - HS	0.09	2,403	0.10	2,670	0.11	2,937	0.12	3,204
Instrumental Music - MS	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Inst. Music - MS Assistant	0.03	801	0.04	1,068	0.05	1,335	0.06	1,602
Vocal Music - HS	0.09	2,403	0.10	2,670	0.11	2,937	0.12	3,204
Vocal Music - MS	0.02	534	0.03	801	0.04	1,068	0.05	1,335
Summer Choral	0.04	1,068	0.05	1,335	0.06	1,602	0.07	1,869
Speech, Large Group	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Speech, Individual	0.04	1,068	0.05	1,335	0.06	1,602	0.07	1,869
Fall Productions/Per Dir.	0.04	1,068	0.05	1,335	0.06	1,602	0.07	1,869
Productions - MS - 2 per year	0.04	1,068	0.05	1,335	0.06	1,602	0.07	1,869
<u>OTHER:</u>								
A-V Director	0.03	801	0.04	1,068	0.05	1,335	0.06	1,602
Yearbook Sponsor	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Newspaper Sponsor	0.06	1,602	0.07	1,869	0.08	2,136	0.09	2,403
Summer Library	0.04	1,068	0.05	1,335	0.06	1,602	0.07	1,869
FFA Sponsor	0.02	534	0.03	801	0.04	1,068	0.05	1,335
Prom Sponsor	0.03	801	0.04	1,068	0.05	1,335	0.06	1,602
Special Olymics	0.02	534	0.03	801	0.04	1,068	0.05	1,335
Technology Director	0.08	2,136	0.09	2,403	0.10	2,670	0.11	2,937
Technology Director - Asst.	0.04	1,068	0.05	1,335	0.06	1,602	0.07	1,869
Concession Coordinator	0.02	534	0.03	801	0.04	1,068	0.05	1,335

High School Learning Activites

0.02

534

0.03

801

0.04

1,068

0.05 1,000

"SIDE LETTER AGREEMENT"

between the

MFLMarMac COMMUNITY SCHOOL DISTRICT

and the

MFL MarMac EDUCATION ASSOCIATION

RE: Insurance Benefit Options

Any employee covered under Article XIV: Insurance of the current Master Contract Agreement may at his/her option elect to receive all or part of the insurance benefit monies as a cash in lieu payment. It is understood that the exercising of this option will reduce the benefit by the amount necessary to cover the District's contribution to Social Security, Medicare and IPERS. It is further agreed that the benefit payment will be made by separate check in December and May. To be effective with the May 20, 1998 payroll.

MFL MarMac Education Association

by

Joan Francis  
President

By

Rebelle Gifford-Holly  
Chief Negotiator

MFL MarMac Board of Education

by

Dan Sager  
President

by

[Signature]  
Chief Negotiator